

Offeror Submission Package (OSP) for SP0600-04-R-0052

INSTRUCTIONS

1. The offeror is required to submit the number of original documents and copies of proposal elements as detailed in the table below. All documents to be completed and returned are contained in this package or as an attachment hereto.

PROPOSAL ELEMENTS	ORIGINAL
SF1449	1
Attachment 1 – Applicable Fill-in Clauses	1
Attachment II - Technical Experience Form	1
Attachment III - Past Performance Submission	1
Attachment IV - Socioeconomic Submission	1
Attachment V - Subcontracting Plan (Applicable Only to Large Businesses Whose Proposal Exceeds \$500,000)	1

2. Be sure to check your offer prices, derived from Clause B1.06-1, SUPPLIES TO BE FURNISHED (NATURAL GAS) (ALASKA) (DESC APR 2003) for accuracy and legibility prior to submission. Initial any changes you make, and sign and date the Standard Form 1449 in ink.

3. See Clause L2.08-5, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (NATURAL GAS) (ALASKA) for complete instructions on offer submittal.

4. FACSIMILE OFFERS WILL BE ACCEPTED FOR INITIAL OFFER SUBMISSION TO FACSIMILE NUMBER (703) 767-8506. Offerors may verify receipt of facsimile submissions by calling (703) 767-9507.

5. By submission of this package, you are stating that all terms and conditions of the entire solicitation are accepted and apply to your company unless clearly stated herein.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER SP0600-04-1367		PAGE OSP 1 OF 21		
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30								
2. CONTRACT NUMBER		3.AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-04-R-0052		
						6. SOLICITATION ISSUE DATE February 9, 2004		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Candis Schiefer			b. TELEPHONE NUMBER (no collect calls) 703-767-8583		8. OFFER DUE DATE/ LOCAL TIME 23 Mar 2004, 2:00 P.M.	
9. ISSUED BY DEFENSE ENERGY SUPPORT CENTER DESC-AWP 8725 John J. Kingman Road, Suite 4950 FT. BELVOIR, VA 22060-6222 BUYER/SYMBOL:Candis Schiefer (DESC-AWP) PHONE: (703) 767-8583 FAX: (703) 767-8506 EMAIL: candis.schiefer@dla.mil				CODE SC0600		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) NAICS: 211111 SIZE STANDARD: 500		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE				12. DISCOUNT TERMS				
13a. THIS CONTRACT IS RATED ORDER								
13b. RATING								
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP								
15. DELIVER TO SEE CLAUSE B1.06-1				CODE				
16. ADMINISTERED BY SEE BLOCK 9				CODE				
17a. CONTRACTOR / OFFEROR		CODE		FACILITY CODE				
Phone: _____		Fax: _____						
E-Mail: _____		DUNS: _____						
Cage Code: _____		Bidder Code: _____						
[] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [] SEE ADDENDUM				
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		
		*See Clause B1.06-1, SUPPLIES TO BE FURNISHED (NATURAL GAS)(ALASKA)						
25. ACCOUNTING AND APPROPRIATION DATA TO BE CITED ON EACH DELIVERY ORDER						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
[X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [] ARE NOT ATTACHED.								
[] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [] ARE [] ARE NOT ATTACHED.								
[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS AND CONDITIONS SPECIFIED HEREIN.				[] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED		
				ELIZABETH R. PESENTI				
32a. QUANTITY IN COLUMN 21 HAS BEEN [] RECEIVED [] INSPECTED [] ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER		
				[] PARTIAL [] FINAL				
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR		
32d/eg. PRINTED NAME, TITLE, ADDRESS & EMAIL OF GOV REP.				32f. PHONE # OF GOV REP		37. CHECK NUMBER		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)		40. PAID BY		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT (Location)		
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		

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OFFEROR SUBMISSION PACKAGE**

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B1.06-1 SUPPLIES TO BE FURNISHED (NATURAL GAS) (ALASKA) (DESC APR 2003)

(a) The contract quantities shown below are best estimates only of the Government's requirements for the contract period. The Contractor shall furnish all labor, material, tools, equipment, and incidentals to supply and deliver direct supply natural gas as defined in the STATEMENT OF WORK/SPECIFICATIONS clause. Contract performance shall be accomplished in accordance with the terms and conditions of this contract.

(b) **Mcf** means **thousand cubic feet**; **USD** means **U.S. Dollars**.

(c) The National Stock Number (NSN) that applies to direct supply natural gas is 6830-01-318-5797.

(d) Unit prices indicated hereunder must include all applicable intrastate pipeline fuel loss.

(e) Orders may be issued in writing, orally, or by written telecommunications.

SPECIAL NOTES:

1. In accordance with the STATEMENT OF WORK/SPECIFICATIONS clause, gas supply is considered firm.
2. For line items indicating a requirement for supply management, the Contractor is responsible for providing supply management in accordance with the STATEMENT OF WORK FOR SUPPLY MANAGEMENT clause.
3. Offers must be for the total Government requirement in the aggregate group. Offers for less than the total requirement in the aggregate group will not be considered.
4. In addition to the Mcf charges incurred, the Contractor will incur and be reimbursed as a pass-through for the following charges associated with deliveries made under the contract:
 - Transportation charges, regulatory fees, and company use gas as permitted by the tariff.
 - Customer service charges for each meter station or individual meter.
 - Meter reading fees (applicable to individual meters that are not on the end-of-the-month read schedule).
5. The successful Contractor will be required to negotiate and enter into a transportation agreement in its own name with ENSTAR Natural Gas Company for delivery of gas supplies to all installations. The transportation agreement must be approved by the Regulatory Commission of Alaska before contract performance may begin.

(DESC 52.207-9F75)

ALASKA

0001 LINE ITEMS BEHIND ENSTAR NATURAL GAS COMPANY, ALASKA

NOTE 01: All requirements are expressed in MCF (Million Cubic Feet).

NOTE 02: All subline items request supply management. Telemetering is only available for subline items 000101, Elmendorf AFB (Power Plant) and 000201, Fort Richardson (Power Plant). For all other subline items, ENSTAR will provide the supplier with meter information.

0001 Direct Supply Natural Gas to be delivered FOB Burnertip with supply management **via FIRM OR FIRM EQUIVALENT TRANSPORTATION** from October 01, 2004 to September 30, 2005.

TOTAL QUANTITY 4,817,600

		Estimated Quantity	Unit Price	Total Estimated Price

FIXED PRICE WITH EPA:				
FIRM				
0001	Fixed percentage of the ENSTAR Weighted Average Cost of Gas (WACOG) (See Clause B700.01(b))	4,817,600	___ . ___ %	\$ _____

EQ	FOR ULTIMATE DELIVERY TO	MDQ	ANNUAL QUANTITY

000101	ELMENDORF AFB (POWER PLANT) FIRM	9,136	2,880,030
000201	FORT RICHARDSON (POWER PLANT) FIRM	1,415	280,411
000301	FORT RICHARDSON (COMMERCIAL) FIRM	4,107	1,108,600
000302	ALASKA ARMY NATIONAL GUARD FACILITY FIRM	660	84,764
000303	KULIS ANGB FIRM	180	42,821
000401	ELMENDORF AFB (COMMERCIAL) FIRM	1,365	314,212
000501	ALASKA NATIVE TRIBAL HEALTH FIRM	254	94,997
000601	BUREAU OF LAND MANAGEMENT FIRM	70	7,058
000701	OFFICE OF AIRCRAFT SERVICES FIRM	16	2,919
000801	USDA FOREST SERVICE FIRM	8	1,788

ATTACHMENT I

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)

Remittances shall be mailed only at the Government’s option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____
(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

**I238.02 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
(JAN 1999)**

(a) **DEFINITION. HUBZone small business concern**, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) **EVALUATION PREFERENCE.**

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—
(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
(ii) Otherwise successful offers from small business concerns;
(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) **WAIVER OF EVALUATION PREFERENCE.** A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offer elects to waive the evaluation preference.

(d) **AGREEMENT.** A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for-

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-4)

THE FOLLOWING CLAUSE APPLIES ONLY TO FEDERAL CIVIL ITEMS CONTAINED IN THE NON-SET-ASIDE PORTION OF THIS ACQUISITION.

I240.01 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALTERNATE I) (JUN 2003/JUN 2003)

(a) DEFINITIONS. As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition and either—

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

(b) EVALUATION ADJUSTMENT.

(1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see Section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see Sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line up or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) WAIVER OF EVALUATION ADJUSTMENT. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[] Offeror elects to waive the adjustment.

(d) **AGREEMENTS.**

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract personnel will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish, in performing this contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-23/**Alternate I**)

K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II)

(JUN 2003/APR 2002/OCT 2000)

(a) **DEFINITIONS.** As used in this provision--

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

(2) **Forced or indentured child labor means** all work or service--

(i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(ii) *Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process of penalties.*

(3) **Service-disabled veteran-owned small business concern--**

(i) Means a small business concern--

(A) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(B) The management and daily business operations are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(ii) **Service-disabled veteran** means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(4) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

(5) **Veteran-owned small business concern means a small business concern--**

(i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(ii) The management and daily business operations of which are controlled by one or more veterans.

(6) **Women-owned business concern** means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(7) **Women-owned small business concern** means a small business concern--

(i) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

ATTACHMENT I

(b) **TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).** (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) **TAXPAYER IDENTIFICATION NUMBER (TIN).**

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal government;

(4) **TYPE OF ORGANIZATION.**

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other: _____.

(5) **COMMON PARENT.**

☐ Offeror is not owned or controlled by a common parent.

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) **SMALL BUSINESS CONCERN.** The offeror represents as part of its offer that it--

- ☐ is
- ☐ is not

a small business concern.

(2) VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it—

☐ is
☐ is not

a veteran-owned small business concern.

(3) SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it—

☐ is
☐ is not

a service-disabled veteran-owned small business concern.

(4) SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it--

☐ is
☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) WOMEN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it--

☐ is
☐ is not

a women-owned small business concern.

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it -

☐ is

a women owned business concern.

(7) TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(8) SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) **(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)).** The offeror represents as part of its offer that it--

- ☐ is
☐ is not

an emerging small business.

(ii) **(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)).** The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

<u>NUMBER of EMPLOYEES</u>	<u>AVERAGE ANNUAL GROSS REVENUES</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING, and the offeror desires a benefit based on its disadvantaged status.)

(i) **GENERAL.** The offeror represents that either--

(A) It--

- ☐ is
☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

☐ has
☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.

(iii) **ADDRESS.** The offeror represents that its address—

☐ is
☐ is not

in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. **Address**, as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, **address** refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(10) **HUBZONE SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents as part of its offer that--

(i) It--

☐ is
☐ is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It--

- ☐ is
☐ is not

a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. **(The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:**

_____.)

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) **(Complete if the offeror represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)** The offeror shall check the category in which its ownership falls:

- ☐ Black American
- ☐ Hispanic American
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(d) **REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.**

(1) **PREVIOUS CONTRACTS AND COMPLIANCE.** The offeror represents that--

(i) It--

- ☐ has
☐ has not

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; and

(ii) It--

- ☐ has
☐ has not

filed all required compliance reports.

(2) **AFFIRMATIVE ACTION COMPLIANCE.** The offeror represents that--

(i) It--

- ☐ has developed and has on file
☐ has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) **CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).**

(Applies only if the contract is expected to exceed \$100,000). By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) **TRADE AGREEMENTS CERTIFICATE (APR 2003) (DFARS 252.225-7020).** **(Applies only if DFARS clause 252.225-7021, TRADE AGREEMENTS (APR 2003), is incorporated by reference in this solicitation.) DFARS 252.225-7020 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.**

(1) For all line items subject to the TRADE AGREEMENTS ACT clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in subparagraph (2) below, is a U.S.-made qualifying country, designated country, Caribbean Basin country, or NAFTA country end product.

(2) The following supplies are other nondesignated country end products:

(Insert line item no.)

(Insert country of origin)

(g) **BUY AMERICAN ACT -- NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT -- BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003) (DFARS 252.225-7035).** **(Applies only if DFARS clause 252.225-7036, BUY AMERICAN ACT -- NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT -- BALANCE OF PAYMENTS PROGRAM (APR 2003) is incorporated by reference in this solicitation.) DFARS 252.225-7035 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.**

(1) For all line items subject to the BUY AMERICAN ACT -- NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT -- BALANCE OF PAYMENTS PROGRAM clause of this solicitation, the offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product; and
(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Canada) end products:

(Insert line item number)

(Insert country of origin)

(ii) The offeror certifies that the following supplies are NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(iii) The following supplies are other foreign end products including end products manufactured in the United States that do not qualify as domestic end product:

(Insert line item number)

(Insert country of origin (if known))

(h) CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

☐ are
☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,
and

(2) ☐ have or
☐ have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

☐ are or
☐ are not

presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

(i) **CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (EXECUTIVE ORDER 13126).** [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) List End Product.

(Insert end product) (Insert country of origin) _____

(Insert end product) (Insert country of origin) _____

(Insert end product) (Insert country of origin) _____

(Insert end product) (Insert country of origin) _____

(Insert end product) (Insert country of origin) _____

(2) **CERTIFICATION.** [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) ☐ The offeror will not supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) ☐ The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(FAR 52.212-3/Alternates I/II)

K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)

(a) **DEFINITIONS.** As used in this clause--

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000, tailored)

ATTACHMENT I

K5.01 USE OF ELECTRONIC DATA INTERCHANGE (INSTALLATION ENERGY) (DESC FEB 2002)

(a) DEFINITIONS.

(1) **Electronic Data Interchange** (EDI) means the computer-to-computer exchange of business documents between trading partners using a public standard format.

(2) **American National Standards Institute** (ANSI) means the agency that formulates the guidelines for the standards used in EDI transactions. X12 is the ANSI subcommittee responsible for the development and maintenance of guidelines for use in exchanging standard business transactions electronically.

(3) **Trading partner** means any business customer engaging in an EDI program.

(4) **Trading Partner Agreement** (TPA) means the legal document wherein the trading partners agree to the electronic exchange of documents.

(5) **Value Added Network** (VAN) means the electronic mailbox through which EDI partners exchange business transactions.

(b) The Defense Energy Support Center (DESC) may utilize EDI for certain documents in contracts awarded under this solicitation. DESC has implemented a system using the (ANSI) X12 standards, as applicable, for EDI. When EDI procedures are to be used, DESC and the Contractor will enter into a TPA.

(c) ☐ A check in this block indicates that the Contractor has already entered into a TPA with DESC.

(d) Upon submission of the following data, DESC-A will review mutual capability and forward a TPA to the Contractor for execution, if feasible:

(1) Company Name: _____

(2) Point of Contact for EDI: _____

(3) POC's Telephone Number: _____

(4) POC's Address: _____

(5) VAN Service Provider(s): _____

(6) Provide information for the following fields:

ISA07 Company Qualifier _____

ISA08 Company Value _____

GS03 Company Value _____

(7) Please identify:

Element Separator: _____

Subelement Separator: _____

Segment Terminator: _____

(e) By execution of the TPA, the Contractor agrees to be bound by the terms and conditions of the agreement governing any transactions with the Government through EDI, in addition to the terms and conditions of the contract. TPAs will be contract independent. Only one will be signed between the Contractor and DESC. As contracts are awarded, the TPA will be incorporated into the specific contracts upon the mutual agreement of the Contractor and DESC.

(f) When a TPA is executed--

(1) The TPA shall identify, among other things, the VAN(s) through which electronic transmissions are made, the Transaction Sets available, security procedures, and guidelines for implementation.

(2) The Contractor shall be responsible for providing its own computer hardware, computer software, and VAN connections necessary to transmit and receive data electronically under the framework of the TPA.

(3) Transaction Sets will be unique to each contract and will be incorporated into contracts as agreed to by the parties.

(4) Nothing in the TPA will invalidate any part of the contract between the Contractor and DESC.

(5) All terms and conditions that would otherwise be applicable to a paper document shall apply to the electronic document.

(DESC 52.232-9F31)

K15 RELEASE OF UNIT PRICES (DESC OCT 2002)

The Defense Energy Support Center (DESC) will continue to release unit prices of successful offerors after the contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.606(d)(2) and 32 CFR 286h-3. Unit prices are the bottom-line price per unit of product and may include the total contract price. They do not include any breakout of costs, such as transportation or overhead, and do not disclose the offeror's anticipated profit or any pricing factors.

(DESC 52.224-9F25)

L2.08-2 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (NATURAL GAS) (DESC OCT 2002)

(a) **NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD.** The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (Standard Form (SF) 1449). However, the small business size standard for a concern that submits an offer in its own name, but that proposes to furnish an item it did not itself manufacture, is 500 employees.

(b) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) **SUBMISSION OF OFFERS.**

(1) Offers in response to this solicitation shall be submitted to the following address:

ATTN: DESC-CPC, ROOM 3815
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J KINGMAN ROAD SUITE 4950

FORT BELVOIR VA 22060-6222

(2) Offers in response to this solicitation must be received by the stated solicitation closing date and time.

(3) Proposals submitted in response to this solicitation shall be expressed in English and in U.S. dollars.

(4) Offers that fail to furnish required signatures, representations and information, or that reject any of the terms and conditions of the solicitation may be excluded from consideration.

(5) **INITIAL OFFERS.** The initial offer must consist of all of the proposal elements outlined in (8) below. Initial offers must be submitted by mail or hand-carried. Unless otherwise indicated in the solicitation, facsimile initial offers will not be accepted. However, all subsequent submissions may be submitted via facsimile.

(6) **PROPOSALS BY MAIL.** Signed and dated offers and modifications thereto may be submitted via paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the offer is marked on the outermost wrapper with the information as specified in this subparagraph.

ATTACHMENT I

(7) **HAND-CARRIED OFFERS.** Any hand-carried offer must be received at the depository indicated on the SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.

(8) **PROPOSAL ELEMENTS.** The offeror's proposal must include--

(i) SF 1449, Solicitation, Contract, Order for Commercial Items, with Blocks 17a and b, and 30a through 30c completed. By completing Blocks 30a through 30c, the offeror agrees to the terms and conditions of the RFP, unless exceptions are clearly identified in the initial proposal. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(ii) A completed copy of the representations and certifications in the Offeror Submission Package.

(iii) A technical submission in the form of a completed Technical Experience Form. Offerors are required to describe experience in transporting natural gas and in performing supply management, where required, as described in the SUPPLY MANAGEMENT (NATURAL GAS) clause. Submissions must be in the required format.

(iv) Offer prices in the form of adjustment factors must be submitted by filling in the spaces provided in the SUPPLIES TO BE FURNISHED (NATURAL GAS) clause. Please refer to the ECONOMIC PRICE ADJUSTMENT clause for definitions. An offeror must propose to supply the total line item quantity for ultimate delivery to the Government installation/agency identified in the Schedule. Failure to offer the total line item quantity for each item within an aggregate group will preclude Government evaluation and award to the offeror for that aggregate group.

(v) Names, titles, and telephone and facsimile numbers (and electronic addresses, if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:

_____	_____
_____	_____
_____	_____

(vi) **PAST PERFORMANCE INFORMATION.** The offeror shall provide past performance information to include recent contracts for similar requirements (include points of contact with telephone numbers) over the past two years. The offeror shall provide past performance information to support the experience and capabilities described in its technical proposal.(iii above). Information collected in the Experience with End-Users (Past Performance Form) and other past performance data available to the Government will be used in the evaluation of past performance. By submitting the Experience with End-Users documentation, the offeror agrees to permit the Government's representatives to contact the customers listed and inquire about the past performance of the offeror. The offeror will be given an opportunity to address negative past performance information about which the offeror has not previously had an opportunity to comment.

(vii) **SOCIOECONOMIC SUBMISSION.** Provide a description of the efforts made to assure that small businesses and Historically Black Colleges and Universities and Minority Institutions will have an equal opportunity to compete for subcontracts under any resultant contract. Describe any partnering arrangements with such companies and include specific names to the extent they are known.

(viii) **EVIDENCE OF RESPONSIBILITY.** As set forth in FAR 9.104-1.

(9) **TABLE OF REQUIRED SUBMISSIONS.** The Contractor is required to submit original proposal documents as detailed below. All documents, with the exception of the Schedule B pricing sheets, can be found in the Offeror's Submission Package.

PROPOSAL ELEMENTS	ORIGINAL
SF 1449	1
Representations and certifications	1
Prices	1
Technical Experience Form	1
Past performance information	1
Socioeconomic submission	1
Subcontracting Plan	1

(d) **LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWAL OF OFFERS.**

(1) **LATE OFFERS.** Late offers will be handled in accordance with FAR 52.215-1, INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION.

(2) **MODIFICATION OF PROPOSALS.** Offerors may submit modifications to their proposals at any time before the solicitation closing date and time and may submit modifications in response to an amendment.

(3) **REVISED PROPOSALS.** Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(4) **WITHDRAWAL OF PROPOSALS.** Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(e) **PROPOSAL ACCEPTANCE PERIOD.**

(1) **Acceptance period,** as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.

(2) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(3) The Government requires a minimum acceptance period of 100 calendar days.

(4) If the offeror specifies an acceptance period that is less than that required by the Government, such offer may be rejected.

(5) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if such offer is acceptable to the Government and is accepted within the acceptance period stated in (3) above or within any extension thereto.

(f) **CONTRACT AWARD.**

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors specified in the solicitation.

(2) The Government intends to evaluate offers and award contracts without discussion with the offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

(3) **MULTIPLE AWARDS.** More than one contract award may result from this solicitation. The Government will accept any item or group of items of a proposal, unless the offeror qualifies the proposal by specific limitations. Unless otherwise provided in the Schedule, proposals may not be submitted for quantities less than those specified.

(4) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(5) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The evaluated price and competitive nonprice rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and

(iii) A summary of the rationale for award.

(g) **PROCEDURES FOR AWARDING FAILED 8(a) RESERVATIONS.**

(1) The following requirements have been reserved for negotiations under the provisions of section 8(a) of the Small Business Act (Public Law 85-536).

<u>ITEM NUMBER</u>	<u>DELIVERY POINT</u>	<u>ULTIMATE DELIVERY TO</u>	<u>QUANTITY</u>
------------------------	-----------------------	---------------------------------	-----------------

(2) If this reservation does not result in a contract with the Small Business Administration under the 8(a) program, these items will be awarded to the successful offeror on the corresponding solicitation line item at the successful award price. In the event there is no corresponding line item, the requirement will be resolicited under full and open competition.

(h) **TYPE OF CONTRACT.** The Government contemplates award of a Requirements Type - Fixed Price with Economic Price Adjustment contract resulting from this solicitation, except for line items against which Basic Ordering Agreements will be awarded.

(i) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (Applies to offers exceeding \$25,000.)** The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call **1-800-333-0505**. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at **<http://www.dnb.com>**. If an offeror is unable to locate a local service center, it may send and email to Dun and Bradstreet at **globalinfo@mail.dnb.com**.

(j) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

(FAR 52.212-1, **tailored**/DESC 52.212-9F30)

Technical Experience

Offeror Name: _____

Offeror Point of Contact: _____

For evaluation purposes, offerors are required to describe experience in transporting natural gas and, in performing supply management as described in Clause F703 of this solicitation. Submissions must be in this format; however, additional copies of the form can be made and submitted. **Only information from this form will be evaluated.** Please complete this form with sufficient detail to provide an accurate reflection of your experience; failure to fully answer questions will negatively impact the evaluation of your offer. Handwritten responses are acceptable.

1. TRANSPORTATION:

- A. Identify in columns (1), (2) and (3) below the transportation (or citygate purchase) you intend to use to serve the customers behind Enstar Natural Gas Company, Pending the type of transportation proposed, not all columns will need to be completed.
- B. Identify in columns (4) and (5) below your previous delivery and supply management experience to Enstar Natural Gas Company.
- C. FOR OFFERORS WITH NO DELIVERY EXPERIENCE TO ENSTAR NATURAL GAS COMPANY, COMPLETE COLUMNS 1,2 AND 3 BELOW TO IDENTIFY TYPE OF TRANSPORTATION (OR CITYGATE PURCHASE) YOU INTEND TO USE TO SERVE THE CUSTOMERS BEHIND THE ENSTAR NATURAL GAS COMPANY.
- D. FOR OFFERORS WITH NO SUPPLY MANAGEMENT EXPERIENCE AT THE ENSTAR NATURAL GAS COMPANY: HOW MANY MONTHS IN THE LAST TWO YEARS HAVE YOU PERFORMED SUPPLY MANAGEMENT AT ANY LDC? _____ NAME ONE: _____

	(1)	(2)	(3)	(4) How many months have you performed:						(5)
LDC:	Type of transport: Firm (F); Released Capacity (RC); Interruptible(I); Citygate (C)	Delivery Points: Indicate whether primary or secondary (Note: citygate is considered primary)	Recall Terms of Released Capacity (i.e. R or NR)	Citygate Purchases (# of months)	Firm deliveries (# of months)	Deliveries via non-recallable transport (# of months)	Deliveries via recallable released capacity (# of months)	Deliveries via Interruptible transport (# of months)	Supply Mgmt. During the last two years on this Pipeline (# of months)	Access to the Pipeline EBB YES or NO
Enstar Natural Gas Company										
Line Item 0001										

ATTACHMENT II

SUPPLY MANAGEMENT:

Indicate below (by placing an X in the applicable column) which of the following functions are accomplished by: 1) specialized software program(s) specifically designed to perform the requested functions; 2) standard non-enhanced, off the shelf program such as Microsoft Excel or Electronic Bulletin Board(s); and/or 3) performing manually.

	Accomplished via Specialized Software Program(s)	Accomplished via standard off-the-shelf program(s) or EBB(s)	Accomplished manually
1. Monitoring customer's daily consumption			
2. Forecasting customer's daily requirement			
3. Perform regional weather analysis			
4. Adjusting customer nominations			
5. Balancing customer accounts within tolerances prescribed by each LDC (or pipeline if no LDC) as applicable.			

ATTACHMENT II

Submission due NLT March 22, 2004

SP0600-04-R-0052

Past Performance - Experience with Endusers

Please submit the following information for contracts that you held for similar requirements for which you are offering under this solicitation. Only performance approximately two years prior to the closing date of this solicitation will be considered, including ongoing contracts. INFORMATION MUST BE SUBMITTED IN THIS TABLE, BUT IS NOT LIMITED TO ONE PAGE - Make copies for additional submissions.

Company Name/ Contract Number	Point of Contact	Telephone Number	Fax Number	Total Quantity	Pipeline / LDC / Burnertip	Requirement (Firm or Interruptible)	Method of Delivery (FT, IT, Rel. Cap. or Citygate)	Supply Management (See F703) (Yes / No)	Period of Performance

**Under any of the contracts above, did you subcontract with any small business and Historically Black Colleges or Universities and Minority Institution concerns (HBCUs/MIs)?

Yes: ____ No: ____ If "yes," please identify the contract with an asterisk (*) in the first column. If your efforts under that contract were highly successful OR were found to be non-compliant with any regulatory plan, please attach a narrative explanation to this table.

OFFEROR'S NAME_____

Attachment III

Socioeconomic Commitment

Offeror Name: _____

NOTE: Both large and small businesses must complete this form.

1. Please describe in detail your effort to be made to assure that small businesses and Historically Black Colleges/Universities and Minority Institutions (HBCUs/MIs) will have an equal opportunity to compete for subcontracts under any resultant contract.

2. Describe your current and proposed range for services, supplies, and any other support that will be provided to you by small businesses and Historically Black Colleges/Universities and Minority Institutions (HBCUs/MIs).

3. List names of subcontractors to the extent they are known.

4. Describe any future plans your company has for developing additional subcontracting opportunities for small businesses and Historically Black Colleges/Universities and Minority Institutions (HBCUs/MIs) during the contract period.

5. Specify what portion of your proposal, as a percentage of dollars (\$), will be subcontracted to small businesses and Historically Black Colleges/Universities and Minority Institutions (HBCUs/MIs): _____%

6. Specify what type of performance data you will accumulate and provide to the Contracting Officer regarding your support of small businesses and Historically Black Colleges/Universities and Minority Institutions (HBCUs/MIs) during the period of contract performance.

7. Provide the name and title of the individual principally responsible for ensuring company support to such firms.

Name: _____

Title: _____

Subcontracting Plan Guidance for SP0600-04-R-0052

SUBCONTRACTING PLAN: A subcontracting plan is required of “Other than Small Business and Small Disadvantaged Business Concerns” (Large Businesses of over 500 employees) if the proposed contract exceeds \$500,000. Federal Acquisition Regulation (FAR) 52.219-9 is attached for reference and guidance for large businesses in their preparation of a subcontracting plan.

Large businesses whose proposal exceed \$500,000 should submit their subcontracting plan on March 22, 2004. Failure to do so may render your offer ineligible for award.

For questions regarding small business matters, contact Ms. Kathy Williams at the DESC Small Business Office, telephone (703) 767-9400 or 1-800-523-2601. Again, failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract over \$500,000.

I171 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)

(a) This clause does not apply to small business concerns.

(b) **DEFINITIONS.** As used in this clause--

(1) **Commercial item** means a product or service that satisfies the definition of commercial items in section 2.101 of the Federal Acquisition Regulation.

(2) **Commercial plan** means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

(3) **Individual contract plan** means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

(4) **Master plan** means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

(5) **Subcontract** means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of –

(i) Total dollars planned to be subcontracted for an individual contract plan, or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns,

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing & Access Network (PRO-Net) of the Small Business Administration, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged and women-owned small business concerns trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

(i) Small business concerns;

(ii) Veteran-owned small business concerns,

- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns, and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause in this contract entitled UTILIZATION OF SMALL BUSINESS CONCERNS in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

- (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

- (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

- (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

- (A) Whether small business concerns were solicited and if not, why not;
- (B) Whether veteran-owned small business concerns were solicited and if not, why not;
- (C) Whether service-disabled veteran-owned small business concerns were solicited and if not, why not;
- (D) Whether HUBZone small business were solicited and if not, why not;
- (E) Whether small disadvantaged business concerns were solicited and if not, why not;
- (F) Whether women-owned small business concerns were solicited and if not, why not, and
- (G) If applicable, the reason award was not made to a small business concern.

- (iv) Records of any outreach efforts to contact--

- (A) Trade associations;
- (B) Business development organizations,
- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

- (D) Veterans service organizations.

- (v) Records of internal guidance and encouragement provided to buyers through--

- (A) Workshops, seminars, training, etc., and
- (B) Monitoring performance to evaluate compliance with the program's requirements.

- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged

business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime Contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with--

(1) The clause of this contract entitled UTILIZATION OF SMALL BUSINESS CONCERNS; or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) **Standard Form 294, Subcontracting Report for Individual Contracts.** This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) **Standard Form 295, Summary Subcontract Report.** This report encompasses all the contracts with the awarding agency. It must be submitted semiannually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(FAR 52.219-9)